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**Memorandum of Understanding
between
University of Oregon
and
United Academics of the University of Oregon, AFT/AAUP, AFL-CIO**

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This Memorandum of Understanding (“MOU”) is entered into by and between University of Oregon (“University”) and United Academics (“Union”), collectively referred to as “the parties.”

- a. **WHEREAS**, in the summer of 2020, the parties agreed to an MOU that outlined key principles for an expectation of continued employment for Career faculty (Career Faculty Key Principles). The language changes that implemented those key principles was to be further developed through a workgroup that would meet over fall term AY 20-21.
- b. **WHEREAS**, a joint University and Union workgroup met through fall term AY 20-21 and reached agreement on changes to the CBA that implemented the Career Employment Key Principles.
- c. **WHEREAS**, those changes to the CBA are set forth below as well as terms that describe the timing and implementation of the transition to the new Career faculty employment system.

The parties agree as follows:

- 1. **Modifications to the CBA:** Article 15, 16, 19, 23, and 26 are modified as described in the attached redlined exhibits to this MOU. These changes take effect June 16, 2021 for 9-month faculty and July 1, 2021 for 12-month faculty (Implementation Dates). Except as specifically stated in the attached exhibits or in this MOU, the CBA remains in full force and effect.
- 2. **Expectation of Continued Employment MOU:** The Career Faculty Key Principles set forth in the September 2020 MOU between the parties remains in effect for purposes of interpreting changes to this CBA.
- 3. **References to Contracts:** After the Implementation Dates, the parties agree to interpret remaining references in the CBA related to Career contracts consistent with these changes.
- 4. **Contract Renewal Reviews:** Notwithstanding the language in current Article 19, Section 1, there will be no contract renewals reviews for Career faculty in AY 20-21.

- 1 5. **Unit Level Rules:** Given the desire to reduce service over AY20-21, units are not
2 required nor is it recommended to open unit-level rules in AY 20-21 to implement
3 changes to the CBA. Units should open their unit-level rules in future years to reflect
4 changes to the Career faculty review process provided for in Article 19. Until unit-level
5 changes are made, unit level rules will be construed as consistent with the attached
6 changes to the CBA – this means, for example, that after the Implementation Dates,
7 contract reviews will be read as performance reviews and the number of required reviews
8 will be reduced as stated in the new Article 19.
9
- 10 6. **Employee Information:** The parties will meet in or by May 2021 to discuss options for
11 Career bargaining unit faculty members to have access to their current status for details
12 such as classification, category, rank, salary, and FTE.
13
- 14 7. **Arbitrator Selection:** In order to implement changes to Article 23, each party will
15 submit two names to be considered by the other party within thirty days of the
16 implementation of this MOU - with the goal of interviewing at least three arbitrators to
17 understand their rates and capacity to hear layoffs under the new expedited arbitration
18 process. The parties' endeavor to mutually agree on at least two arbitrators to place under
19 a retainer contract to hear expedited arbitrations. If the parties cannot mutually agree on
20 two arbitrators, then each party will be able to select one arbitrator to hear these matters
21 with the matters rotating back and forth between the arbitrators, unless such rotation is
22 not possible based on the capacity of the arbitrator. Terms and conditions of the
23 arbitrators' agreements will be based on the default rules of the respective arbitrator
24 unless the parties can mutually agree to a change and the arbitrator agrees to the mutually
25 suggested modification.
26
- 27 8. **Current Career Faculty:** Career faculty members who are currently employed by the
28 University will have an expectation of continued employment as of June 16, 2021 or July
29 1, 2021 (see #1 above) and will be assigned an annual FTE equal to or greater than the
30 regular FTE they were assigned in AY 20-21, up to 1.0 FTE. There is no expectation that
31 Career faculty members who accepted an overload appointment or other temporary
32 assignment will continue to have an FTE above their regular FTE after the transition to
33 the new Career faculty employment system.ⁱ
34

35 **Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully
36 understand the terms of this MOU, and that they are voluntarily entering into this MOU.
37

38 **Effective Date.** The parties agree that this MOU will be effective on the date at which all parties
39 have signed below.
40

41 **Entire Agreement.** The parties' collective bargaining agreement and this MOU represent the
42 parties' entire agreement with respect to the subject matter discussed in this MOU. Except as

1 described in this MOU, there were no inducements or representations leading to the execution of
2 this document.

3
4 **Disputes.** Any disputes arising from the interpretation, implementation, or application of this
5 MOU are subject to the grievance and arbitration provisions of Articles 22 and 23 of the CBA.
6
7

For the Union	Date	For the University	Date
Dave Cecil, Executive Director		Mark Schmelz, Chief Human Resources Officer and Associate Vice President	

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ⁱ Temporary assignments are communicated to the faculty member as being one-time or temporary. The language of this communication generally reflects the following: "Your regular AY 20-21 annualized FTE is <X>. With your agreement, we are temporarily increasing your [annualized or term] FTE to <Y> for ([this term] [the academic year]) in order to perform the following temporary assignment -<Example: teach Biology 101 during winter term 2021 for x person on leave or sabbatical>. This temporary increase will end on [insert end date] and will not increase your annualized FTE in future academic years."

1 **Appendix 1: Article 15**

2
3 **ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK**

4
5 **Section 1.** The University shall assign each bargaining unit faculty member the classification,
6 category, and rank that most closely reflect the duties described in their ~~contract~~ **appointment** and
7 job description.

8
9 **Section 2. Classification**

10
11 The following are the classifications that apply to faculty bargaining unit positions. A
12 classification identifies the type of position.

- 13
14 a. **TENURE-TRACK AND TENURED:** A paid position wherein an individual is
15 designated by the University in writing as eligible for tenure or has been granted tenure in
16 writing by the Provost.
- 17
18 b. **ACTING:** A tenure-track paid position for individuals intended by the University to
19 become tenure-track assistant professors but who have yet to complete the terminal
20 degree.
- 21
22 c. **CAREER:** A non-tenure track paid position that is ongoing.
- 23
24 d. **VISITING:** A non-tenure track paid temporary appointment of limited duration (up to
25 two years) for (1) an individual who holds a like, similar, or relevant appointment at
26 another institution or (2) pursuant to norms of the specific discipline, an individual who
27 has recently obtained a terminal degree and is seeking further professional experience
28 prior to seeking a professorship.
- 29
30 e. **PRO TEMPORE:** A non-tenure track paid appointment that is intermittent or of limited
31 duration, except as provided in ~~Article 16, Section 17~~ **7. Pro Tem positions are intended**
32 ~~to allow a department or unit to fill short-term needs including, but not limited to,~~
33 ~~enrollment fluctuations, replacement staffing needs, or to accommodate partner or~~
34 ~~opportunity hires.~~
- 35
36 f. **POSTDOCTORAL SCHOLAR:** A non-tenure track paid, mentored research,
37 instructional, librarian, or combined position that is of limited duration for individuals
38 who have earned a doctoral degree.
- 39
40 g. **RETIRED:** A non-tenure track paid appointment post-retirement. A bargaining unit
41 faculty member is considered to be retired if they resign, ~~is non-renewed,~~ or is terminated
42 without cause from employment with the university, or enters into a tenure reduction or
43 relinquishment agreement and is:
- 44

- 1 i. eligible for unreduced or reduced benefits under the Public Employees Retirement
2 System (for participants in PERS) or the Oregon Public Service Retirement
3 Program (for participants in OPSRP);
4
- 5 ii. eligible under Internal Revenue Service rules to withdraw funds from an account
6 established under Optional Retirement Plan and meets the requirements for
7 unreduced or reduced benefits under, depending on date of hire, PERS Tier 1 or 2
8 or the OPSRP.
9

10 This classification includes the post-retired or emeritus faculty described in Article 1,
11 Recognition.

12 **Section 3. Category**

13 The following are the categories that apply to bargaining unit positions. A category describes a
14 rank or group of ranks.
15

- 16 a. **PROFESSOR:** This category can only be used in the Tenure-Track or Tenured, Acting,
17 Visiting, or Retired classifications. This category requires paid appointment with duties
18 in all three areas of independent research, scholarship, and/or creative inquiry;
19 instruction; and service.
20
21 b. **CLINICAL PROFESSOR:** This category can only be used in the Visiting, Career, Pro
22 Tem or Retired classifications. This category requires a non-tenure track paid
23 appointment for individuals with primary duties in the area of clinical instruction or
24 research.
25
26 c. **PROFESSOR OF PRACTICE:** This category can only be used in the Visiting, Career,
27 Pro Tem, or Retired classifications. This category requires a non-tenure track paid
28 appointment with primary duties in the area of research or instruction. This category is to
29 be held by eminently qualified professionals who have had a major impact on fields and
30 disciplines important to University of Oregon programs. A Professor of Practice will:
31
32 i. have a substantial basis of experience equal to a tenured professor (normally a
33 minimum of 12 years) and a national/international reputation for excellence reflected
34 in a record of significant accomplishments;
35
36 ii. have a profile of accumulated professional accomplishments fully congruent with the
37 rank of professor;
38
39 iii. have a rich and extensive background in a field and discipline relevant to the school,
40 college, or unit of appointment at the University of Oregon; and
41
42 iv. serve as a liaison between the professional field and the University of Oregon.
43
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45

- 1 d. INSTRUCTOR: This category can only be used in the Visiting, Career, Pro Tem or
2 Retired classifications. This category requires a non-tenure track paid appointment with
3 primary duties in the area of undergraduate instruction. Instructor duties may include
4 advising and mentoring responsibilities as well as possibility of involvement in design
5 and development of courses and the curriculum.
6
- 7 e. LECTURER: This category can only be used in the Visiting, Career, Pro Tem or Retired
8 classifications. This category requires a non-tenure track paid appointment with primary
9 duties in the area of graduate instruction and education. The duties may also include
10 some undergraduate instruction and mentoring and advising responsibilities, as well as
11 the possibility of involvement in design and development of courses and the curriculum.
12 Appointments in the Lecturer category require the terminal degree (or its professional
13 equivalent) relevant to the appointment, but holding a terminal degree does not by itself
14 entitle a bargaining unit faculty member to appointment in the Lecturer category.
15
- 16 f. LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or
17 Retired classifications. This category requires a non-tenure track paid appointment with
18 primary duties in the university libraries. Appointments in the Librarian category require
19 a terminal professional degree, but holding a terminal degree does not by itself entitle a
20 bargaining unit faculty member to appointment in the Librarian category.
21
- 22 g. RESEARCH ASSISTANT: This category can only be used in the Visiting, Career, Pro
23 Tem or Retired classifications. This category requires a non-tenure track paid
24 appointment for individuals who have typically earned a bachelor's or master's degree.
25 Primary duties are in the area of research. Research Assistants typically work as members
26 of a research team under the direct supervision of other faculty researchers.
27
- 28 h. RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro
29 Tem, or Retired classifications. This category requires a non-tenure track paid
30 appointment for individuals who have the terminal degree relevant to the appointment.
31 Primary duties are in the area of research, which are typically undertaken as part of a
32 research team or lab. Appointments in the Research Associate category require a terminal
33 degree (or its professional equivalent) in a relevant field, but holding a terminal degree
34 does not by itself entitle a bargaining unit faculty member to appointment in the Research
35 Associate category.
36
- 37 i. RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro
38 Tem or Retired classifications. This category requires a non-tenure track paid
39 appointment with duties primarily in the area of independent research, scholarship and/or
40 creative inquiry. Appointments in the Research Professor category require a terminal
41 degree relevant to the appointment. Primary duties are independent lines of inquiry,
42 which can be related to the work of colleagues but not dependent on it. A Research
43 Professor will have qualifications and research expectations equal to or exceeding those
44 for a tenure-track/tenured professor at the same rank in related fields.
45

1 j. RESEARCH SCIENTIST: This category can only be used in the Visiting,
2 Career, Pro Tem or Retired classifications. This category requires a non-
3 tenure track paid appointment for individuals who have at least a bachelor's
4 degree in a arena that is immediately relevant to the research program or
5 research facility in which the position resides. The key differentiator
6 between this position and the research assistant position is the technical
7 nature of skill set required of the position. Holding a relevant degree does
8 not by itself entitle a bargaining unit member to appointment in the research
9 scientist category.

10
11 k. RESEARCH ENGINEER: This category can only be used in the Visiting,
12 Career, Pro Tem or Retired classifications. This category requires a non-
13 tenure track paid appointment for individuals who have a bachelor's or
14 higher from an accredited engineering program. The key differentiator
15 between this position and the research assistant position is the technical
16 nature of skill set required of the position. Holding a relevant degree does
17 not by itself entitle a bargaining unit member to appointment in the research
18 engineer category.

19
20 l. PRINCIPAL RESEARCH SCIENTIST: This category can only be used in the
21 Visiting, Career, Pro Tem or Retired classifications. This category requires a
22 non-tenure track paid research appointment for individuals who have at least a
23 master's degree in an arena that is immediately relevant to the program or research
24 facility in which the position resides. The principle research scientist will:

- 25 • Have substantial experience at a responsible technical or
26 managerial level (normally at least 12 years for holders of a
27 master's degree and at least 6 years for a holder of a Ph.D.)
- 28 • Show clear evidence of consistent performance in making original
29 and innovative contributions to their discipline.
- 30 • Show leadership in developing and management technical
31 projects involving other faculty and students
- 32 • Make substantial contributions to the University through service

33
34
35 m. POSTDOCTORAL SCHOLAR: This category can only be used in the Postdoctoral
36 Scholar classification. This category requires a non-tenure track paid appointment for a
37 temporary and defined period of formally mentored research, instruction, librarianship, or
38 scholarly training, for the purpose of allowing the Postdoctoral Scholar to acquire the
39 professional skills needed to pursue a career path of their choosing. The appointment
40 requires a doctoral degree. At the time of appointment, hiring documentation should
41 include an articulated program of mentoring with an identified mentor.

42 43 **Section 4. Rank**

44
45 The following are the ranks within categories that apply to bargaining unit faculty members.
46 Ranks define the level of promotion within a category.

- 1 a. PROFESSOR: Ranks in this category in ascending order are assistant professor, associate
2 professor, and professor.
3
- 4 b. CLINICAL PROFESSOR: Ranks in this category in ascending order are assistant clinical
5 professor, associate clinical professor, and clinical professor.
6
- 7 c. PROFESSOR OF PRACTICE: The only rank in this category is professor of practice.
8
- 9 d. INSTRUCTOR: Ranks in this category in ascending order are instructor, senior instructor
10 I, senior instructor II.
11
- 12 e. LECTURER: Ranks in this category in ascending order are lecturer, senior lecturer I,
13 senior lecturer II.
14
- 15 f. LIBRARIAN: Ranks in this category in ascending order are assistant librarian, associate
16 librarian, and senior librarian.
17
- 18 g. RESEARCH ASSISTANT: Ranks in this category in ascending order are research
19 assistant, senior research assistant I, senior research assistant II.
20
- 21 h. RESEARCH ASSOCIATE: Ranks in this category in ascending order are research
22 associate, senior research associate I, senior research associate II.
23
- 24 i. RESEARCH PROFESSOR: Ranks in this category in ascending order are assistant
25 research professor, associate research professor, and research professor.
26
- 27 j. POSTDOCTORAL SCHOLAR: The only rank in this category is Postdoctoral Scholar.
28
- 29 k. RESEARCH SCIENTIST: Ranks in this category in ascending order are research
30 scientist, senior research scientist I, and senior research scientist II.
31
- 32 l. RESEARCH ENGINEER: Ranks in this category in ascending order are research
33 engineer, senior research engineer I, and senior research engineer II.
34
- 35 m. PRINCIPAL RESEARCH SCIENTIST: The only rank in this category is principal
36 research scientist.
37

38 **Section 5.** At the time of hire, the University shall assign each bargaining unit faculty member a
39 rank within the classification and category described in the job posting.
40

41 Nothing shall preclude a bargaining unit faculty member from being assigned and performing
42 other duties not described in ~~his or her~~ **their** specific classification, category, or rank as long as
43 those duties are consistent with ~~his or her~~ **their** job description.
44

45 **Section 6.** If the University ~~non-renews~~ **lays off a bargaining unit faculty member in** a position
46 in the Career classification for economic or programmatic reasons, then the position cannot be

1 refilled in the **Career**, Visiting, Pro Tem, or Postdoctoral Scholar classification within the
2 subsequent two years unless approved by the **Office of the** Provost ~~or his or her designee~~.

3
4 **Section 7.** Pro Tem positions will last no more than three years, unless the Provost or designee
5 designates the position as an Ongoing Pro Tem position or gives a department or unit permission
6 to extend the position for up to one year.

7
8 The Provost or designee can designate a Pro Tem position to be an Ongoing Pro Tem position
9 for legitimate pedagogical or programmatic reasons.

- 10
11 a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:
- 12 i. When a department or unit believes that the student learning experience is
13 enhanced by having new instructors cycle into the program to meet specific
14 course needs.
 - 15 ii. When a department or unit identifies a position that is best taught by a working or
16 retired professional in the industry and the position is assigned no more than three
17 courses an academic year.
- 18 b. Legitimate Programmatic reasons for an Ongoing Pro Tem position include:
- 19 i. When a department or unit offers recent PhD graduates a short-term position and
20 there is an expectation that the new faculty members would fill this position every
21 one-to-three years.
 - 22 ii. When a department or unit with traditionally large fluctuations in enrollment can
23 accommodate those fluctuations by having a reasonable number of Pro Tem
24 positions.
- 25 c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic
26 reasons for designating a position an Ongoing Pro Tem position.
- 27

28 In rare cases, the Provost or designee can give a department or unit permission to extend a Pro
29 Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may
30 continue in the Pro Tem position for one year beyond the three-year limit.

31
32 **Section 7-8.** The duration of a position in the Postdoctoral Scholar classification shall be no
33 more than three years. Postdoctoral mentors, however, may petition the Provost or designee
34 for an extension of no more than two years. Permission to continue a position in the
35 Postdoctoral Scholar classification for longer than three years must be granted by the Provost
36 or designee in writing.

37
38 **Section 8-9.** The University shall provide the Union with an annual report of all permissions
39 to extend a position in the Pro Tem or Postdoctoral Scholar classification beyond three years
40 made by the Provost or designee during the preceding academic year no later than the
41 following September 1.

42
43 **Section 9-10.** Bargaining unit faculty members in the Career classification shall have the right to
44 petition the Provost or designee to have their position recategorized if they believe that their
45 position was categorized incorrectly at the time of first hire or their position has evolved to more
46 closely resemble a different category. If a petition for recategorization is denied, a bargaining

1 unit faculty member may petition again after completion of at least one additional year of service
2 in the position.

3
4 When a position is recategorized through this process, the bargaining unit faculty member will
5 be assigned a new rank equivalent to their rank in the former category.

6
7 **Section 10-11.** Bargaining unit faculty members in the Pro Tem or Visiting or Postdoctoral
8 Scholar classification who believe that their positions should be positions in the Career
9 classification may petition for reclassification after the completion of two years of appointment.
10 Because the defining characteristic of the Pro Tem and Visiting and Postdoctoral Scholar
11 classifications is their limited duration, the decision of the Provost or designee should be guided
12 by the current and anticipated duration of the position.

13
14 **Section 11 12.** When a position is reclassified from a non-tenure track classification into the
15 Tenure Track and Tenured classification, a new national search is required to fill the position
16 except when an exception has been granted by the Provost's Office. For other classifications, a
17 national search is permissible, but not required when the original search was national in scope
18 and when the incumbent has had successful reviews.

19
20 **Section 12 13.** A reclassification or recategorization shall take effect at the beginning of the next
21 fiscal year, ~~contract renewal~~, or academic year, or other date as approved by the Provost or
22 designee.

23
24 **Section 13 14.** A change in rank within a category requires a promotion.
25

1 **Appendix 2: Article 16**

2
3 **ARTICLE 16. NOTICES OF APPOINTMENT**

4
5 **Section 1. ~~Notice of Renewal or Nonrenewal~~ **Expectation of Employment.****

6
7 ~~a. The University shall provide notice of renewal or nonrenewal of a Career NTTF~~
8 ~~appointment that is not funding contingent via email no later than May 1st of the last~~
9 ~~year of the faculty member's current appointment.~~

10
11 ~~Notice of renewal will state the following:~~

- 12 ~~i. Duration of upcoming appointment; and~~
- 13 ~~ii. If the upcoming appointment is contingent on funding; and~~
- 14 ~~iii. Expected FTE~~

15
16 ~~b. The University shall provide notice of renewal or nonrenewal of a Career NTTF~~
17 ~~appointment that is funding contingent via email as soon as practicable.~~

18
19 ~~Notice of renewal will state the following:~~

- 20 ~~i. Duration of upcoming appointment; and~~
- 21 ~~ii. If the upcoming appointment is contingent on funding; and~~
- 22 ~~iii. Expected FTE~~

23
24 ~~c. A bargaining unit faculty member with a Career NTTF appointment that is funding~~
25 ~~contingent and who has achieved promotion shall receive at least 30 days of notice prior~~
26 ~~to the nonrenewal of his or her appointment.~~

27
28 **Bargaining unit faculty members with an appointment in the Career classification (Career**
29 **faculty) will be hired with the expectation of continued employment, except where specified**
30 **in Section 10 and Article 19, Section 6. Their employment may only be terminated for cause**
31 **(Article 24), through a program reduction or elimination (Article 25), or through layoff**
32 **(Article 16). Expectations for funding-contingent Career faculty are in Section 10 below.**

33
34 The employment of a bargaining unit faculty member in the Pro Tem, Visiting, Postdoctoral
35 Scholar, or Acting classifications expires in accordance with its terms and no notice is
36 required.

37
38 **Section 2. Notification.** Career faculty members can be laid off from their position at any time
39 with appropriate notice.

40
41 Career faculty members who are in their first year of employment will have a notice period of
42 at least 30 days' before being laid off.

43
44 Career faculty members who are in their second and subsequent years of employment, but have
45 not achieved promotion, will have a notice period of at least 90 days before being laid off.

1 Career faculty members who have achieved promotion will have a notice period of at least 365
2 days before being laid off.

3
4 Funding-contingent Career faculty members who have achieved promotion shall receive at
5 least 30 days-notice before being laid off. Funding-contingent Career faculty members who
6 have not achieved promotion are not subject to notice before being laid off.

7
8 **Section 2 3. Nonrenewal of Career Non-Tenure-Track Faculty Rationale Career Faculty**
9 **Lay Off Rationale.** The University may decline to renew the appointment of lay off a Career
10 NTTF bargaining unit faculty member who has achieved promotion for the following reasons:
11 in their first year of employment for any reason.

12
13 The University may lay off a Career faculty member in their second and subsequent years of
14 employment for the following reasons:

- 15
16 a. Failure to meet the standards of excellence at a major research university, as determined
17 through the procedures developed in accordance with Article 19; or
18 b. Inadequate resources within the unit or department to continue funding the bargaining
19 unit faculty member's position; or
20 c. Pedagogical or programmatic reasons, including but not limited to, departmental
21 adjustments necessary to accommodate graduate students; or
22 d. Replacement of the NTTF laid off position(s) with a Tenure-related position.

23
24 ~~Career NTTF bargaining unit faculty members who have not yet been promoted may be non-~~
25 ~~renewed, at the discretion of the University, pursuant to the timelines provided for in Section~~
26 ~~4.~~

27
28 The University shall provide a written statement documenting the reason for the nonrenewal
29 layoff at the time of notice.

30
31 It is acknowledged that in the nonrenewal layoff decisions pursuant to this section, subsection
32 (a), (c) and (d) rely on the University's exercise of academic judgment. Decisions made based on
33 the basis of inadequate resources as described in (b) may or may not rely on academic judgment.

34
35 Rationale for funding-contingent Career faculty layoff are in Section 10 below.

36
37 **Section 4.** In situations where more than one Career faculty member could be laid off to address
38 financial, pedagogical or programmatic needs, or to replace a position with Tenure-related
39 position, layoffs should be based on the functions and skills required to perform necessary work.
40 If more than one faculty member has the functions and skills to perform necessary work, layoffs
41 shall follow earned seniority (Pre-promotion first, then Senior I, then Senior II). The order of
42 layoffs may also take into consideration the equity goals of the university.

43
44 **Section 3 5.** Grievances related to non-renewal layoff decisions can be initiated at the Step 3
45 level pursued exclusively through Article 23, Section 11.

1 **Section 4 6.** On or before July 1 of each year, the University will send a report to the Union
2 detailing the ~~non-renewal decisions~~ layoffs for that ~~the preceding~~ year. The report will list the
3 department and stated reason the faculty member was ~~non-renewed~~ laid off.
4

5 **Section 5. ~~Lack of Renewal Notice~~**
6

- 7 a. ~~If the University does not provide a bargaining unit faculty member with notice as set~~
8 ~~forth in Section 1, they shall receive an additional payment proportional to his or her~~
9 ~~base salary for the number of days the notice was late.~~
10
11 b. ~~A bargaining unit faculty member who does not receive notice as set forth in Section 1~~
12 ~~and continues to work under the terms and conditions of the expiring appointment after~~
13 ~~that appointment expires will be paid for all work performed.~~
14

15 **Appointments and Reappointments**
16

17 **Section 6.** The ~~Office of the~~ Provost or designee shall provide a bargaining unit faculty member
18 to be appointed or reappointed to a position subject to this Agreement with written notification
19 of the appointment or reappointment as soon as practicable. Notice by any other means is not
20 valid notice and does not cause the formation of an agreement between the University and the
21 bargaining unit faculty member. Oral promises regarding terms and conditions of employment
22 and representations made in writing by persons other than the ~~Office of the~~ Provost or those
23 designated by the Provost are not binding upon the University. The notice of appointment or
24 reappointment, which may be provided electronically such as by email or link to a website, shall
25 include, but need not be limited to, the following:
26

- 27 a. Effective date of appointment;
28
29 b. Classification, category, and rank;
30
31 c. Department and title;
32
33 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)
34 and/or if appointment is contingent on funding;
35
36 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any
37 credit for prior service; or
38
39 f. Career status, including the nature of any restrictions on eligibility for promotion and
40 any credit for prior service;
41
42 g. Salary;
43
44 h. FTE;
45
46 i. Other requirements of employment.

1
2 ~~**Section 7. Notice of Appointment Timelines for New Faculty.** Notices of appointment for~~
3 ~~new bargaining unit faculty members shall be provided as soon as practicable.~~

4
5 ~~**Section 8. Notice of Reappointment Timelines for Continuing Faculty**~~

6
7 a. ~~The University shall provide notice of reappointment to returning Career NTTF who are~~
8 ~~not funding contingent no later than 30 days prior to the start date of their appointment.~~

9
10 b. ~~The University shall provide notice of reappointment to returning Career NTTF who are~~
11 ~~funding contingent no later than 30 days prior to the start date of their appointment,~~
12 ~~when feasible.~~

13
14 **Section 8.** Career faculty will be assigned a base FTE at the time of hire. Permanent changes to
15 that FTE for instructional Career faculty are only allowed by mutual written agreement
16 between the bargaining unit faculty member and the Office of the Provost or Dean.

17
18 Instructional Career faculty members may agree to temporary changes in their base annualized
19 FTE. If an instructional Career faculty member's actual FTE exceeds their base annualized FTE
20 for at least three years over any five-year period, either:

- 21 a. the instructional Career faculty member's base annualized FTE will be permanently
22 increased to a mutually agreeable amount no less than the average of their FTE over the
23 previous five years, or
24 b. the instructional Career faculty member's FTE cannot be temporarily increased again.

25
26 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
27 year.

28
29 **Section 9.** The University will provide a bargaining unit member with written information
30 concerning duties, responsibilities and institutional expectations. The University shall provide
31 such written information, which may be provided electronically such as by email or link to a
32 website, within a reasonable time of the notice of appointment or reappointment and whenever
33 significant changes occur. The written information shall include:

- 34
35 a. Professional responsibilities (see Article 17)
36
37 b. Link to ~~faculty handbook and~~ relevant school, college, or department policies

38
39 ~~**Section 10. One-Year Appointments.** Bargaining unit faculty members who have~~
40 ~~appointments with the Career classification and rank of instructor, lecturer, research assistant,~~
41 ~~research associate, assistant clinical professor, or research assistant professor shall have at least~~
42 ~~one-year appointments during their first four academic or fiscal years of employment in rank.~~

43
44 ~~**Section 11. Two-Year Appointments.** Bargaining unit faculty members who have~~
45 ~~appointments with the Career classification and rank of instructor, lecturer, research assistant,~~
46 ~~research associate, assistant clinical professor, or research assistant professor shall have at least~~

1 two-year appointments after their first four academic or fiscal years of employment in rank.

2
3 **Section 12. Three-Year Appointments.** Bargaining unit faculty members who have
4 appointments with the Career classification and rank of senior instructor I, senior instructor II,
5 senior lecturer I, senior lecturer II, senior research assistant I, senior research assistant II, senior
6 research associate I, senior research associate II, associate clinical professor, clinical professor,
7 research associate professor, research professor or professor of practice shall have at least
8 three-year appointments.

9
10 **Section 13.** The status quo with respect to length of contracts for Librarians shall be maintained
11 subject to the provisions of Article 19, Section 6.

12
13 **Section 14 10. Length of Funding-Contingent Appointments.** Notwithstanding Sections 8-11
14 of this Article the terms set above, funding contingent an appointments cannot be issued for
15 longer than are ongoing for as long as funding for the position is known to be available. Further,
16 regardless of appointment length and in contrast to appointments that are not funding
17 contingent, a funding-contingent appointment can be terminated due to lack of funding,
18 changing programmatic needs, or poor performance by the bargaining unit faculty member
19 holding the appointment, subject to the notice requirements of Section 2 of this article.

20
21 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
22 poor performance, the University must meet with the bargaining unit faculty member to discuss
23 the poor performance and provide the bargaining unit faculty member with written instructions
24 and a timeline to remedy the poor performance.

25
26 **Changes in FTE for funding contingent Career faculty are allowed by mutual agreement or**
27 **change in funding, programmatic need, or performance.**

28
29 **Section 15 11.** Appointment or reappointment duration for bargaining unit members in the
30 Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of the
31 University, in compliance with the provisions of this Agreement.

32
33 **Section 16 12.** The duration of the appointment for a Postdoctoral Scholar and the provisions
34 for appointment, renewal, or nonrenewal will be specified at the time of hire and included in the
35 written notification of appointment.

36
37 **Section 17. Length of Pro Tempore Appointments.** Pro Tem positions will last no more than
38 three years, unless the Provost or designee designates the position as an Ongoing Pro Tem
39 position or gives a department or unit permission to extend the position for up to one year.

40
41 The Provost or designee can designate a Pro Tem position to be an Ongoing Pro Tem position
42 for legitimate pedagogical or programmatic reasons.

43
44 a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:

45
46 i. When a department or unit believes that the student learning experience is enhanced

1 ~~by having new instructors cycle into the program to meet specific course needs.~~
2 ii. ~~When a department or unit identifies a position that is best taught by a working or~~
3 ~~retired professional in the industry and the position is assigned no more than three~~
4 ~~courses an academic year.~~

5
6 b. ~~Legitimate Programmatic reasons for an Ongoing Pro Tem position include:~~

7
8 i. ~~When a department or unit offers recent PhD graduates a short-term position and there~~
9 ~~is an expectation that the new faculty members would fill this position every one to~~
10 ~~three years.~~

11 ii. ~~When a department or unit with traditionally large fluctuations in enrollment can~~
12 ~~accommodate those fluctuations by having a reasonable number of Pro Tem positions.~~

13
14 c. ~~Inadequate or limited financial resources are not legitimate pedagogical or programmatic~~
15 ~~reasons for designating a position an Ongoing Pro Tem position.~~

16
17 ~~In rare cases, the Provost or designee can give a department or unit permission to extend a Pro~~
18 ~~Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may~~
19 ~~continue in the Pro Tem position for one year beyond the three-year limit.~~

20
21 **Section 18 13.** The University supports and encourages, where feasible and appropriate, the
22 creation of NTTF appointments at 0.50 FTE or above. The University may not appoint a Career
23 NTTF at an FTE level of below 0.50 FTE to preclude providing benefits. Aggregate
24 appointments across two or more departments that total 0.50 FTE or above will receive
25 benefits.

26
27 **Section 19 14. Tenure-Track and Tenured.** The initial appointment in the Tenure-Track and
28 Tenured classification will usually be to the rank of assistant professor, without tenure, and for
29 a period of three years unless the University and the bargaining unit faculty member agree to a
30 shorter duration. At the time of hire, the University and the bargaining unit faculty member
31 may agree upon credit toward tenure for prior service. Such agreement will be documented in
32 the initial appointment. The University and the bargaining unit faculty member may agree to
33 reduce or forego the credit for prior service. Such agreement will be documented in a revised
34 notice of appointment.

35
36 **Section 20 15.** If an appointment of a full-time, tenure-track bargaining unit member is not to
37 be renewed for reasons other than for just cause (Article 24) or program elimination or
38 reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the
39 first annual appointment, by March 15 for those whose contracts expire on or about June 15, or
40 at least three months' notice given prior to expiration of the appointment, whichever is longer;
41 during the second year of service, by December 15 for those whose contracts expire on or about
42 June 15, or at least six months' notice given before expiration of the appointment, whichever is
43 longer; in the third and subsequent years of service, at least 12 months' notice, which may be
44 given at any time.

45
46 **Section 21 16. Impact of enrollment on Career NTTF appointments.** In the event of course

1 cancellation for insufficient enrollment:
2

- 3 a. The University will work with the affected faculty member to determine if it is possible
4 to replace the course assignment with an equivalent course assignment within the same
5 appointment period and academic year. The assignment of an equivalent course
6 pursuant to the Section shall not be considered an overload assignment.
7
- 8 b. If it is not possible to replace the course assignment within the same appointment period
9 and academic year, the department may provide an equivalent, alternative assignment
10 consistent with the department's workload policy. Examples of such work include but
11 are not limited to the following: advising; determining course equivalencies for transfer
12 credit; assessment projects; curriculum development; substitute teaching; recruiting for
13 study abroad programs. The equivalent, alternative assignment must be completed
14 during the same term the cancelled course was scheduled.
15
- 16 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
17 faculty member shall be assigned faculty-related work by the Dean's office.
18

19 **Section 22-17.** There will not be notices of appointment associated with Summer Session
20 instructional appointments. The provisions of Summer Session appointments will be
21 communicated in writing or email in accordance with Article 18.
22
23
24
25
26

1
2 **Appendix 3: Article 19**

3
4 **ARTICLE 19. NON-TENURE TRACK FACULTY (NTTF) REVIEW AND**
5 **PROMOTION**
6

7 **Section 1.** Reviews for Career ~~NTTF~~ **faculty** will include: ~~(1) regular reviews associated with~~
8 ~~contract renewal; and (2) performance and promotion reviews.~~ If a bargaining unit faculty
9 member seeks promotion in a year when a ~~contract~~ **performance** review is due, only a single
10 review ~~must be completed~~ **is required**. ~~The decision on whether to promote and the decision~~
11 ~~on whether to renew, however, must be made independently.~~

12
13 **Section 2. Policies and Procedures.** The faculty in each department or unit that employs ~~NTTF~~
14 **Career faculty** will develop written procedures and criteria for ~~NTTF Career faculty~~, which must
15 comport with the general guidelines in Section 4 of this Article. Each department or unit's
16 promotion process will include a promotion review committee which should include Tenure-
17 Track and Tenured faculty and, where possible, ~~NTTF Career faculty~~ at or above the rank sought
18 by the candidate. Each policy will include a process for reviewing the performance of any Pro
19 Tem faculty employed by the department or unit. Each policy will also address whether internal
20 and/or external reviewers will be included in the review and promotion process and how internal
21 and/or external reviews will be conducted. If reviewers external to the unit or university are
22 included, they should be reviewers who can present a knowledgeable and objective evaluation of
23 the candidate and his or her qualifications. Internal and/or external reviewers must be asked to
24 base their evaluation and judgment on the criteria in use by the academic department or
25 program.
26

27 The faculty in each department or unit will begin the process of developing a written policy
28 setting forth the procedures and criteria for ~~NTTF Career faculty~~ review and promotion, by
29 first considering any input provided by the department or unit head, dean, vice president, ~~or~~
30 ~~the Office of the Provost, or designee.~~ The faculty will submit their recommended policy to
31 the appropriate dean, unit head, or designee for review. The dean, unit head, or designee will
32 document and discuss any revisions they make to the policy with the faculty before submitting
33 ~~his or her~~ **their** recommended policy to ~~Academic Affairs~~ **the Office of the Provost** or the Vice
34 President for Research and Innovation, as appropriate, who will have final authority to
35 establish the policy for each department or unit. If the dean, unit head or ~~Academic Affairs~~
36 **Office of the Provost**, or the Vice President for Research and Innovation materially alters the
37 faculty-recommended policy they will provide a written explanation for the change(s) to the
38 faculty in the department or unit. The department or unit head, dean, vice president, Provost,
39 or designee may initiate changes to established policies by informing the appropriate faculty
40 of the change being considered, thereby initiating the process described in this Section.
41

42 Faculty initiated revisions will follow the process set forth in Article 4, Section 4.
43

44 The procedures and criteria for review and promotion must be ~~made available to bargaining unit~~
45 ~~faculty members upon request, and~~ published on the ~~Academic Affairs~~ **Office of the Provost** or
46 Research and Innovation website and in the department or unit. If procedures or criteria change

1 during the course of an NTTF Career faculty bargaining unit member's employment, the
2 bargaining unit faculty member may elect between current criteria and those in effect during the
3 six years prior to the initiation of a given review or promotion process.

4
5 ~~Reviews Associated with Contract Renewal for Career NTTF~~ **Performance Reviews for**
6 **Career Faculty**

7
8 **Section 3.** Sections 3 through 5 apply to contract reviews for Career NTTF. Reviews for Career
9 NTTF are for the purpose of determining if the NTTF ~~Performance reviews for Career faculty~~
10 ~~are for the purpose of determining if the Career faculty~~ member is meeting the standard of
11 excellence appropriate to a major research university ~~based on their job duties.~~ ~~They~~ **Performance**
12 **reviews** should be designed to help the NTTF Career faculty bargaining unit members grow as
13 **educators, scholars, and researchers and educators,** identify areas of strength, and identify areas
14 that need improvement **associated with their position.**

15
16 **Section 4.** ~~While~~ ~~the details and structure of performance reviews are the responsibility of the~~
17 ~~University, reviews must~~ **described in department and unit policies, and must follow University**
18 **standards, templates, and the following** ~~these general~~ guidelines:

- 19
20 a. Career NTTF ~~faculty~~ **faculty** must be reviewed ~~in each contract period prior to consideration for~~
21 ~~renewal or once every three academic or fiscal years of employment, whichever is~~
22 ~~sooner. In the event a bargaining unit member has multiple contracts in a year, only one~~
23 ~~review per fiscal or academic year will be required~~ **each year for the first three years of**
24 **employment and at least once every three years (academic years for 9 month and fiscal**
25 **years for 12 month) of employment thereafter.** The review will consider the Career
26 NTTF bargaining unit faculty member's performance since the last review.
- 27
28 b. ~~Performance reviews may take place out of cycle when a department or unit head has~~
29 ~~identified or become aware of performance problems. The department or unit head shall~~
30 ~~meet with the Career faculty member to discuss areas of concern and evaluate whether a~~
31 ~~formal performance review is warranted. Nothing in this section changes the process for~~
32 ~~addressing poor performance for funding-contingent faculty set forth in Article 16,~~
33 ~~Section 11.~~
- 34
35 c. ~~For instructional Career NTTF, student course evaluations will be offered for all courses~~
36 ~~with five or more students. The evaluation of teaching will include a review of~~
37 ~~evaluations for each course taught.~~ **Career instructional faculty reviews must consider at**
38 **minimum information from Student Experience Surveys, peer review(s), and the faculty**
39 **member's Instructor Reflection surveys and/or teaching statements for the review**
40 **window. For instructional Career faculty, student experience surveys will be offered for**
41 **all courses with five or more students.** ~~Career NTTF bargaining unit members~~
42 **Instructional Career faculty** are expected to undergo at least one peer review of teaching
43 **per contract period review window.** The department or unit will ~~identify the standards to~~
44 ~~be applied to these reviews and will~~ establish a time frame for notification to the Career
45 NTTF bargaining unit faculty member before a peer review is conducted.

- d. Career ~~NTTF~~ **faculty** ~~in~~ **with** research appointments will be reviewed by established procedures to assess the quality of work performed and the outcomes of their contributions to the research program.
- e. Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- f. **Career faculty will be reviewed based on their service. Service is defined in unit level rules and may include activities performed for the unit, University, field, and community.**
- g. To the extent applicable, the evaluation of scholarship, research, and creative activity will include an assessment of work quality, impact on the field nationally and internationally, and overall contribution to the discipline or program.
- h. The review process will include an opportunity for the Career ~~NTTF bargaining unit~~ faculty member to discuss ~~his or her~~ **their** efforts and performance with an appropriate supervisor at least once during each ~~contract~~ **review** period.
- i. As part of each ~~contract~~ **performance** review, a Career ~~NTTF~~ **faculty member** will have an opportunity to submit a personal statement containing information relevant to ~~his or her~~ **their** performance of assigned duties and responsibilities.
- j. In evaluating the performance of required professional development activities, the review will consider the availability of professional development funds, opportunities for professional development, and the Career ~~NTTF bargaining unit~~ faculty member's efforts to secure funding.
- k. Career ~~NTTF bargaining unit~~ faculty members will be evaluated only by the criteria approved and made available to the faculty member.
- l. **Performance reviews must include a determination if the faculty member meets, exceeds, or does not meet expectations in their assigned duties.**

Promotion Reviews for Career ~~NTTF~~ Faculty

Section 5. Eligibility for Promotion. Career ~~NTTF~~ **faculty members** will be eligible for promotion after accumulating six years of employment as a faculty member at or above 0.3 annualized FTE per year, accrued at no greater than three terms per academic year for bargaining unit faculty on nine month contracts, and at four terms per year for bargaining unit faculty on 12-month contracts.

The six years of employment do not have to be consecutive.

Career ~~NTTF~~ **faculty members** who will have completed five years of employment as a faculty member at or above 0.3 annualized FTE per year may initiate the promotion process in the

1 Spring term of the fifth year if they have an expected appointment of 0.3 annualized FTE or
2 greater for the sixth year.

3
4 Career **NTTF faculty members** who have completed more than five years of employment as a
5 faculty member at or above 0.3 annualized FTE per year may initiate the promotion process in
6 the Spring term of any year.

7
8 Career **NTTF faculty members** who have achieved promotion must wait at least three years
9 before initiating the promotion process again, regardless of the number of accumulated years of
10 employment.

11
12 **Section 6. “Up or Out.”** For all Career ~~NTTF bargaining unit~~ **faculty** members other than
13 librarians, promotion is elective and does not involve an “up or out” decision. ~~Career NTTF who~~
14 ~~do not wish to be considered for promotion may continue employment at their current rank as~~
15 ~~long as eligible to do so under Article 16, Contracts.~~ Librarians must undergo review for
16 promotion to associate librarian at the first time they become eligible. If promotion is denied, the
17 librarian will receive a two-year ~~contract~~ **fixed-term appointment**, and must come up for
18 promotion again in the second year. If promotion is denied a second time, the librarian will
19 ~~receive a one-year terminal appointment~~ **finish their appointment at the end of the fixed-term**
20 **appointment**. Promotion from associate librarian to senior librarian is elective.

21
22 **Section 7. Accelerated Review.** An accelerated promotion review may occur in particularly
23 meritorious cases as determined by the Provost or designee in consultation with the
24 appropriate vice president, dean, department or unit head, and affected bargaining unit
25 faculty member.

26
27 **Section 8. Credit for Prior Service.** When credit for prior service is agreed upon, the terms
28 of hire will state the number of years of credit granted and the earliest date for promotion
29 eligibility. Teaching, scholarship, research, and creative activity completed by the bargaining
30 unit faculty member during the period of prior service will receive full consideration during
31 the promotion process if the bargaining unit member elects the earliest date for promotion
32 review. Should a bargaining unit member who received credit for prior service at the time of
33 hire choose to delay the review until completing the required six years at the University of
34 Oregon, teaching, scholarship, research, and creative activity completed prior to arrival at the
35 university will be of secondary consideration during the promotion process. Should the
36 bargaining unit faculty member choose to use some, but not all of the credit for prior service,
37 the focus of the review of teaching, scholarship, research, and creative activity will adjust
38 appropriately so that, for example, four years at the University of Oregon would mean that at
39 most two years of prior service will receive full consideration.

40
41 **Section 9. Joint Appointments.** A joint appointment is one appointment that spans two or
42 more units. For NTTF bargaining unit members holding joint appointments, a memorandum
43 will be completed at the time of hire or assignment specifying expectations for promotion
44 review and identifying how the promotion process will be handled among the units. Such
45 memorandum is not valid unless approved in writing by the bargaining unit faculty member and
46 the Provost or designee.

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Section 10. Multiple Appointments. A multiple appointment describes when a bargaining unit faculty member has separate appointments in two or more units. For ~~NTTF~~ Career faculty bargaining unit members holding multiple Career appointments, a memorandum will be completed at the time of a second or subsequent hire or assignment specifying expectations for promotion review and identifying how the promotion process will be handled among the units. Such memorandum is not valid unless approved in writing by the bargaining unit faculty member and the Provost or designee.

Promotion Process for All Career ~~NTTF~~ Faculty except for those in the Research Assistant and Research Associate Categories

Section 11. Initiating the Promotion Process. Candidates wishing to be considered for promotion should notify the appropriate department or unit head in the Spring term prior to the year when promotion is sought, and must provide the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the bargaining unit faculty member’s current research, scholarly, and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Personal statement:** A 2-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for promotion. The personal statement should expressly address the subjects of teaching; scholarship, research and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio (if applicable):** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member’s service contributions to his or her academic department, center or institute, school or college, university, profession, and the community, such as op ed pieces, white papers authored or co-authored by the faculty member, commendations, awards, or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member’s unique service experiences or obligations.

- 1 • **Professional activities portfolio (if applicable):** A comprehensive portfolio of
2 professional or consulting activities related to his or her discipline.
3
- 4 • **Internal and/or external reviewers (if applicable):** A list of qualified internal
5 and/or external reviewers provided by the bargaining unit faculty member.
6

7 **Section 12. Waiver of Access to Materials.** Bargaining unit faculty members may choose to
8 waive in advance in writing their access to see any or all of the evaluative materials (see Article
9 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of
10 these documents in a denial review process. The redacted versions are intended to protect the
11 identity of the reviewer. If redactions are insufficient to do so, the University may prepare a
12 suitable summary. A waiver will be included in the promotion file.
13

14 **Section 13. Notice of Meetings.** A bargaining unit faculty member will receive at least three
15 days' notice of any meeting or hearing which the member is invited or required to attend, with a
16 dean or the Provost or designee regarding recommendations or decisions on promotion. The
17 bargaining unit faculty member may have a colleague or Union representative present at the
18 meeting as an observer.
19

20 **Section 14. Evaluation file.** The promotion review file should generally include the
21 following information:
22

- 23 • Statement of duties and responsibilities
- 24 • Curriculum vitae
- 25 • Conditions of appointment
- 26 • Criteria for promotion
- 27 • Personal statement
- 28 • Supervisors' letters of evaluation
- 29 • Professional activities portfolio (if applicable)
- 30 • Teaching portfolio (if applicable)
- 31 • Scholarship portfolio (if applicable)
- 32 • Service portfolio (if applicable)
- 33 • Internal and/or external reviews (if applicable)
- 34 • Department or unit committee recommendation
- 35 • Department, unit, center or institute head's recommendation (if applicable)
- 36 • Vice president's, dean's or director's recommendation
- 37 • Waiver of access to materials (if applicable)
38

39 **Section 15. Review by Department or Unit.** The department or unit head or designee should
40 solicit any internal and/or external reviews, as applicable. A department or unit committee will
41 review the file and make a recommendation to the department or unit head. The department or
42 unit head will then prepare an explanation of the merits of the promotion case and a
43 recommendation on the case. The report will include the department or unit-level promotion
44 committee report and recommendation and a voting summary, and the department or unit

1 head's own independent recommendation. The file will then be sent to the appropriate vice
2 president, dean or director for review.

3
4 **Section 16. Review by Vice President, Dean or Director.** The vice president, dean, or
5 director, as appropriate, will review the file, and may consult with appropriate persons and may
6 ask for and document additional non-confidential information. Once the vice president, dean, or
7 director deems the file complete, they will prepare a separate memorandum and
8 recommendation. The vice president, dean, or director will share ~~his or her~~ **their** memorandum
9 and recommendation with the candidate and allow them 10 days from the date of receipt of the
10 memorandum to provide responsive material or information, which shall be included in the
11 evaluation file. The vice president, dean, or director then will submit the complete evaluation
12 file to the Provost or designee.

13
14 **Section 17. Review by the Provost or Designee.** The Provost or designee will review the file,
15 with input from Academic Affairs and the Office of the Vice President for Research and
16 Innovation, as appropriate, and decide whether to grant or deny promotion. The candidate will
17 be notified of the decision in writing.

18
19 **Section 18. Assumption of New Rank.** Successful candidates for promotion will assume their
20 new rank beginning with the next academic or fiscal year or the nearest next term of
21 employment should their ~~contract~~ **appointment** not begin with fall term.

22 **Promotion Process for Research Assistant and Research Associate Series**

23
24
25 **Section 19. Initiating the Promotion Process for Faculty in the Research Assistant and**
26 **Research Associates Categories.** Candidates wishing to be considered for promotion should
27 notify the appropriate department or unit head in the Spring term prior to the year when
28 promotion is sought, and must provide the following:

- 29
- 30 • **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or
31 resume that includes the bargaining unit faculty member's current research, scholarly
32 and creative activities and accomplishments, including publications, appointments,
33 presentations, and similar activities and accomplishments.
 - 34
35 • **Personal statement:** A 2-6 page personal statement developed by the bargaining unit
36 faculty member evaluating his or her performance measured against the applicable
37 criteria for promotion. The personal statement should expressly address ~~his or her~~ **their**
38 impact and contribution to research excellence relative to their job duties. This statement
39 should also include discussion of contributions to institutional equity and inclusion.
 - 40
41 • **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,
42 research and creative activity; and appropriate evidence of national or international
43 recognition or impact.
 - 44
45 • **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's
46 service contributions to his or her academic department, center or institute, school or

1 college, university, profession, and the community, such as op ed pieces, white papers
2 authored or co-authored by the faculty member, commendations, awards, or letters of
3 appreciation. The portfolio may also include a short narrative elaborating on the faculty
4 member's unique service experiences or obligations.

- 5
- 6 • **Professional activities portfolio (if applicable):** A comprehensive portfolio of
7 professional or consulting activities related to ~~his or her~~ **their** discipline.
- 8
- 9 • **List of reviewers (if applicable):** A list of qualified internal and/or external
10 reviewers provided by the bargaining unit faculty member. Normally, external
11 reviews are not expected for those in the research assistant ranks.
- 12

13 **Section 20. Waiver of Access to Materials.** Bargaining unit faculty members may choose to
14 waive in advance in writing their access to see any or all of the evaluative materials (see Article
15 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of
16 these documents in a denial review process. The redacted versions are intended to protect the
17 identity of the reviewer. If redactions are insufficient to do so, the University may prepare a
18 suitable summary. A waiver will be included in the promotion file.

19

20 **Section 21. Notice of Meetings.** A bargaining unit faculty member will receive at least three
21 days' notice of any meeting or hearing which the member is invited or required to attend, with a
22 dean or the Provost or designee regarding recommendations or decisions on promotion. The
23 bargaining unit faculty member may have a colleague or Union representative present at the
24 meeting as an observer.

25

26 **Section 22. Evaluation file.** The promotion review file should generally include the
27 following information:

- 28
- 29 • Statement of duties and responsibilities
- 30 • Curriculum vitae
- 31 • Conditions of appointment (~~i.e. copy of a current contract~~)
- 32 • Criteria for promotion
- 33 • Personal statement
- 34 • Supervisors' letters of evaluation
- 35 • Professional Activities Portfolio (if applicable)
- 36 • Scholarship Portfolio (if applicable)
- 37 • Service Portfolio (if applicable)
- 38 • Internal and/or external reviews (if applicable)
- 39 • Department, unit, center or institute head's recommendation
- 40 • Vice president's, dean's or director's recommendation
- 41 • Waiver of access to materials (if applicable)
- 42

43 **Section 23. Review by Department Head or Unit Director or Manager.** The department or
44 unit head or designee should solicit any internal and/or external reviews, as applicable. The
45 department or unit head will then review the file, including any internal or external reviews, and

1 prepare a recommendation and an explanation of the merits of the promotion case. The file will
2 then be sent to the appropriate vice president or dean for review. In the event that the unit head is
3 the faculty member's supervisor/director/manager, the supervisor letter of evaluation and the unit
4 head review may be combined into a single recommendation.

5
6 **Section 24. Review by Vice President, Dean or Director.** The vice president or dean, as
7 appropriate, will review the file, and may consult with appropriate persons and may ask for and
8 document additional non-confidential information. Once the vice president or dean deems the
9 file complete, they will prepare a separate memorandum with a recommendation. The vice
10 president or dean will share ~~his or her~~ **their** memorandum and recommendation with the
11 candidate and allow them 10 days from the date of receipt of the report to provide responsive
12 material or information, which shall be included in the evaluation file. The vice president or
13 dean director then will submit the complete evaluation file to the Provost or designee.

14
15 **Section 25. Review by the Provost or Designee.** The Provost or designee will review the file,
16 with input from Academic Affairs and the Office of the Vice President for Research and
17 Innovation, as appropriate, and decide whether to grant or deny promotion. The candidate will
18 be notified of the decision in writing.

19
20 **Section 26. Assumption of New Rank.** Successful candidates for promotion will assume their
21 new rank beginning with the fiscal year or with the next contract renewal after notification by the
22 Provost of their promotion, whichever comes first.

23 **Reapplication, Appeals, and Withdrawal**

24
25
26 **Section 27. Reapplication for Promotion.** An unsuccessful candidate for promotion may
27 continue employment at his or her current rank as long as eligible to do so under this Agreement.
28 **NTTF Career faculty** bargaining unit members who are denied promotion may reapply for
29 promotion after having been employed by the university for an additional three years at an
30 average of 0.3 FTE or greater, accrued at no greater than three terms per academic year.

31
32 **Section 28. Appeal of Promotion Denial.** Faculty who are denied promotion may appeal the
33 decision through the procedures in Article 21, Tenure and Promotion Denial Appeal.

34
35 **Section 29. Withdrawal of Application.** A candidate may withdraw an application for
36 promotion in writing to the Provost and the dean at any time before the Provost's decision.
37
38

1 **Appendix 4: Article 23**

2
3 **ARTICLE 23. ARBITRATION**

4
5 **Arbitration for Grievance Resolution**

6 **Section 1.** If the grievance brought under Article 22, Grievance Procedure, is not
7 resolved at Step 3, the Union may submit the matter to arbitration.

8
9 **Section 2.** Notice of intent to arbitrate must be filed with the Provost within 30 days of date
10 of issuance of the Step 3 decision.

11
12 **Section 3.** Within 10 days of receipt of the notice of intent to arbitrate, the parties shall meet to
13 attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within
14 five days of the meeting, the party initiating arbitration shall request the Oregon Employment
15 Relations Board to submit a list of five arbitrators with experience in higher education faculty
16 employment cases, none of whom shall be an employee of the University, the Union, the AFL-
17 CIO, the AFT, the AAUP, or any other labor organization, unless both parties agree otherwise
18 in writing

19
20 Each party shall alternately strike one name from the list of five. The parties will flip a coin to
21 decide which party strikes first. The last remaining person on the list shall be selected as the
22 arbitrator.

23
24 **Section 4.** At least 10 days in advance of the scheduled hearing, the parties shall meet to draft a
25 submission agreement. They shall attempt to agree on the precise issue to be submitted to
26 arbitration, a stipulation of facts, joint exhibits, and any other matter designed to expedite the
27 arbitration process.

28
29 If the parties are unable to agree on the precise issue to be submitted, each party shall submit
30 its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated.

31
32 **Section 5.** The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed in
33 writing by the parties. The hearing shall be held without unreasonable delay upon the
34 arbitrator's acceptance of the case.

35
36 If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator
37 shall establish a date for the submission of such briefs.

38
39 **Section 6.** In a proceeding under this Article for which there is a submission agreement, the first
40 matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in dispute, the
41 arbitrator shall hear the parties on the question and may take whatever evidence he or she finds
42 relevant and necessary before determining arbitrability. Upon concluding that the issue is
43 arbitrable, the arbitrator shall proceed with the case, with each party retaining the right to seek
44 judicial review of the arbitrator's decision as to jurisdiction. Upon concluding that the arbitrator
45 has no jurisdiction, the arbitrator shall not hear the matter or make any decision or

1 recommendation regarding the merits of the case. This provision may be waived upon agreement
2 of both parties.

3
4 In the absence of a submission agreement, the arbitrator shall first decide the issue to be
5 arbitrated, and then the question of the arbitrator's jurisdiction.

6
7 **Section 7.** The arbitrator derives authority wholly and exclusively from this Agreement. The
8 arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this
9 Agreement. Decisions relating to promotion or tenure may be challenged exclusively through the
10 appeal process in Article 21, Appeal from the Denial of Tenure or Promotion.

11
12 Except as otherwise provided in this Agreement, the arbitrator shall have no authority to decide
13 any issue relating to the merits of any academic judgment. For the purposes of this Agreement,
14 "academic judgment" means a judgment by the University and those acting on its behalf
15 concerning competence, performance, or academic standards. In cases involving academic
16 judgment, the arbitrator shall not substitute their judgment for that of the University, nor shall
17 the arbitrator review such decision except for the purpose of determining whether the procedural
18 steps provided in this Agreement have been followed. If the arbitrator determines that
19 procedural steps have not been followed where an exercise of academic judgment is involved,
20 the arbitrator shall direct that the matter be reconsidered by the appropriate decision maker in
21 accordance with relevant procedural steps.

22
23 Under no circumstances may an arbitrator override an academic judgment to direct that a
24 bargaining unit faculty member be reinstated, appointed, reappointed, promoted or awarded
25 tenure.

26
27 The arbitrator shall have no authority: (a) to award monetary damages, fines or penalties, except
28 for back pay or benefits; (b) to make a decision limiting or interfering in any way with the
29 powers, duties, or responsibilities of the University which have not been expressly limited by
30 this Agreement; or (c) to consider the discipline of members of another bargaining unit or other
31 University employees who are not members of the bargaining unit represented by this Union in
32 rendering a decision.

33
34 **Section 8.** The arbitrator shall issue a decision within 30 days of the close of the hearing unless
35 the parties have agreed to additional time. The decision of the arbitrator shall be in writing and
36 shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision
37 of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided
38 that either party may seek judicial review of the decision as provided by law.

39
40 **Section 9.** All fees and expenses of the arbitrator shall be paid by the party not prevailing in the
41 matter.

42
43 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses,
44 if any, shall be borne by the party calling the witness. The costs of any transcripts of the
45 hearing required by the arbitrator shall be divided equally between the parties and each party
46 will be furnished a copy. If either party wishes a transcript of the hearing, it may have one

1 made at its own expense and shall be under no obligation to provide the arbitrator or the other
2 party with a copy.

3
4 **Section 10.** The compensation of any bargaining unit faculty member called as a witness and/or
5 serving as the Union representative in an arbitration hearing shall not be reduced for a
6 reasonable period of time to prepare for and to give testimony at the hearing, or in the case of
7 the Union representative, to represent the Union at the hearing. Every effort shall be made to
8 avoid unduly disrupting the work of any bargaining unit faculty member called to serve as a
9 witness.

10 **Expedited Arbitration for Challenging Career Faculty Layoff Decisions**

11
12
13 **Section 11.** Challenges to non-funding contingent Career Faculty layoff decisions made under
14 Article 16 will bypass the grievance process in Article 22 and related MOUs and will be
15 resolved exclusively through an expedited arbitration process. The expedited arbitration process
16 is intended to resolve a challenge to a layoff decision within 90 days of a bargaining unit faculty
17 member receiving layoff notice. Except as specifically provided for below, the provisions
18 outlined above and in Article 16, Section 3 apply to the expedited arbitration process.

19
20 **Section 12.** The Union must file an intent to challenge a Career layoff within 15 days of the
21 bargaining unit faculty member receiving notice of layoff. A layoff notice is deemed received
22 on the day it was sent to the official @uoregon.edu email address of the bargaining unit faculty
23 member.

24
25 **Section 13.** The parties will pre-select an arbitrator to hear challenges to layoff decisions. If the
26 agreed upon arbitrator is not available, the parties will mutually agree on a different arbitrator
27 using the process described in Section 3.

28
29 **Section 14.** The Union will have the burden of proof to demonstrate that there has been a
30 violation of the layoff process, the reviewable provisions of Article 16.3, or any other provision
31 of the Agreement or University policy that relates to the expedited review process. This means
32 that the Union is required to meet their burden of proof requirement before the University is
33 required to demonstrate why they believe no violation occurred.

34
35 **Section 15.** Arbitration decisions will be made within 90 days of the layoff notice being given
36 unless the parties have agreed to additional time. The decision of the arbitrator shall be in
37 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
38 The decision of the arbitrator shall be final and binding upon the parties as to the issues
39 submitted, provided that either party may seek judicial review of the decision as provided by
40 law.

41
42 **Section 16.** The parties will divide equally the cost of retaining an arbitrator for the expedited
43 process. All additional fees and expenses of the arbitrator shall be paid by the party not
44 prevailing in the matter.

1 **Appendix 5: Article 26**

2
3 **ARTICLE 26. SALARY**

4
5 **Section 1. Raises in FY 19**

- 6
7 **a. TTF.** The University will establish a pool for raises for all Tenure-Track and Tenured
8 faculty members equal to 2.0% of the group's total base salary (prorated for FTE) in FY
9 19.
- 10 i. The University will distribute 1.25% of the of the group's total base salary
11 (prorated for FTE) in FY 19 as an across-the-board increase. To be eligible for the
12 across-the-board increase, the Tenure-Track or Tenured faculty member must
13 have an appointment on December 31, 2018.
- 14
15 ii. The University will use up to .75% of the group's total base salary (prorated for
16 FTE) in FY 19 to distribute diversity equity raises for all eligible Tenure-Track
17 and Tenured faculty members. Eligibility for a diversity equity raise will be
18 determined through the TTF equity study being conducted in FY 18 pursuant to a
19 Memorandum of Understanding executed between UA and UO on February 17,
20 2017. Tenure-Track and Tenured faculty members with unexplained salary
21 inequities potentially related to race, ethnicity, or gender will receive an equity
22 salary adjustment from this pool.
- 23
24 iii. If .75% of the group's total base salary is insufficient to adequately address
25 inequities described in Section 1(a)(ii) above, the University will make a plan for
26 equity salary adjustments with non-pool funds to address issues arising out of the
27 TTF equity study.
- 28
29 iv. If the full .75% is not needed to address any inequities described in Section
30 1(a)(ii), the remaining funds shall be returned to the across-the-board pool
31 described in section 1.a.i.
- 32
33 **b. Career NTTF.** The University will give all Career Non-Tenure Track bargaining unit
34 faculty members a 2.0% across-the-board increase. To be eligible for the across-the-
35 board increase, the Career NTTF bargaining unit members must have an appointment
36 on December 31, 2018.
- 37
38 **c.** FY19 raises for will be effective as of January 1, 2019.

39
40 **Section 2. Raises in FY 20**

- 41
42 **a. TTF Merit.** The University will establish unit-based pools for merit raises for Tenure-
43 Track and Tenured faculty members equal to 1.625% of the unit's total base salary
44 (prorated for FTE) in FY 20. To be eligible for the merit raise, the Tenure-Track or
45 Tenured faculty member must have an appointment on December 31, 2019.
- 46

- 1 b. **TTF External Equity.** The University will establish a pool for external equity raises for
2 all Tenure-Track and Tenured faculty members equal to .50% of the group’s total base
3 salary (prorated for FTE) in FY 20.
4

5 In early FY 20, all TTF base salaries will be measured on a department by department
6 basis against the appropriate unit and rank salaries of their AAU Public Peers based on
7 the latest data published from the AAU Data Exchange. The University and the Union
8 will meet to determine the best way to distribute the money in the external equity pool
9 given the amount of money available. All faculty in departments where departmental
10 base salary averages, as defined by AAU data, for their rank are less than 90% of their
11 appropriate AAU Public Peers in rank are expected to see some level of external equity
12 raise.
13

- 14 c. **Career NTTF Merit.** The University will establish unit-based pools for merit raises for
15 Career Non-Tenure-Track faculty members equal to 2.125% of the unit’s total base salary
16 in FY 20. To be eligible for the merit raise, the Career Non-Tenure-Track faculty member
17 must have an appointment on December 31, 2019. Units without any faculty members in
18 the bargaining unit are not covered by this section.
19

- 20 d. Raises for FY 20 will be effective as of January 1, 2020.
21

22 **Section 3. Funding Contingent Faculty**

- 23 a. In no case will a funding contingent faculty member be awarded retroactive salary
24 increases. In lieu of retroactive pay, funding contingent faculty members will be entitled
25 to a lump-sum equivalent to the retroactive pay to be distributed no less than three
26 months after the retroactive pay would have otherwise been provided.
27
- 28 b. Funding contingent faculty who are principal investigators on the sponsored project that
29 funds their own salary may petition the Provost or designee to delay or forgo an increase
30 in their own salary as required under this Agreement.
31

32 **Section 4. Salary Floors**

- 33
- 34 a. The following minimum salary floors will be in effect for all **NTTF bargaining unit**
35 **faculty members** in the Career or Retired classifications:
- | | |
|--------------------------------------|----------|
| 36 i. PE/Rec | \$26,000 |
| 37 ii. Research Assistants | \$34,000 |
| 38 iii. All Others | \$39,000 |
- 39
- 40 b. The minimum salary floor for Pro Tem and Visiting **NTTF bargaining unit faculty**
41 **members** will be 90% of the corresponding career floor.
42
- 43 c. The salary floor for Postdoctoral Scholars on 9-month appointments will be no less than
44 the salary listed in 4.a.iii.
45
- 46 d. The minimum salary floor for Postdoctoral Scholars on 12-month appointments will be

1 no less than the amounts set according to the NIH Postdoctoral minimum salary
2 schedule and the floor will be adjusted each year pursuant to that NIH schedule.

3
4 **Section 5. Promotion Raises**

- 5
6 a. All bargaining unit faculty members in the Tenure-Track and Tenured classification who
7 achieve promotion will receive an increase of at least 8% of base salary.
8
9 b. Full professors who successfully complete their first major review after promotion to full
10 professor in the highest category (exceeds expectations, fully satisfactory, positive
11 evaluation on all criteria) will receive an increase of at least 8% of base salary. Full
12 professors who successfully complete their first major review after promotion to full
13 professor in the second highest category (meets expectations, satisfactory, positive on
14 some but not all criteria) will receive an increase of at least 4% of base salary. Full
15 professors who successfully complete subsequent major reviews will receive an
16 increase of at least 4% of base salary.
17
18 c. All Career Non-Tenure Track bargaining unit faculty members who achieve promotion
19 will receive an increase of at least 8% salary. These raises will become effective with the
20 next regular appointment concurrent with or following the effective date of the
21 promotion.
22

23 **Section 6. Retention Adjustments.** To facilitate retention salary adjustments, the Provost or
24 designee will establish a retention salary adjustment policy describing the criteria and
25 procedures to be used in making retention adjustments for bargaining unit faculty members.

26
27 The retention salary adjustment policy will be published on the Academic Affairs
28 website.

29
30 The Provost or designee will notify the Union of any retention adjustments made to the salary
31 of a bargaining unit faculty member.
32

33 **Section 7. Payment of Salary.** Bargaining unit faculty members may opt to be paid in 12 equal
34 monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit
35 except in the case of emergency or unless another method of payment is required by law.
36

37 **Section 8. Academic Extension.** Notwithstanding other provisions of this agreement,
38 assignments in the academic extension program may be compensated at a rate to be agreed to by
39 the academic extension administration and the bargaining unit faculty member without regard to
40 the bargaining unit member's existing base salary. Compensation for assignments in the
41 academic extension program may be lump sums.
42

43 **Section 9. Workload Adjustments.**

- 44
45 a. If a NTTF bargaining unit faculty member has their FTE reduced with no demonstrable
46 corresponding reduction in workload, then the bargaining unit faculty member's base

1 salary will be increased in proportion to the FTE reduction.

- 2
- 3 b. If a NTTF bargaining unit faculty member has their workload significantly increased with
- 4 no corresponding increase in FTE, then the bargaining unit faculty member's base salary
- 5 will be increased in proportion to the workload increase.
- 6

7 Both parties recognize that professional responsibilities ebb and flow throughout a ~~contract~~

8 ~~period~~ **the year**. The provisions of this section are not meant to address minor or normal

9 fluctuations in workload.

10

11 **Section 10.** For a period of two years post lay off, Career faculty members who are laid off for

12 academic or financial reasons (Article 16, Section 2.b & c.) and who are rehired in the same

13 category must retain the same FTE as of the time of layoff. Laid off Career faculty members

14 hired back into the same department or unit will be hired back at the same FTE and salary.